## FOR SALE



Building Size: 8,396 SF

2 Stories

Basement: Partial

Construction: Masonry

Lot Size: 0.21 Acres

Year Built: 1974

Zoning: C9D(A)

Taxes (2021): \$31,940.00

Tax Key: 361-062-7100

 19 Space Secured parking Garage Upper Parking Deck

# 111 W. Kilbourn Avenue Milwaukee, WI

Property located along major thoroughfare. Long term restaurant operator occupies 100% of the building. Surface and gated parking provide additional income.

Price: \$2,100,000

Gross Income: \$248,130

Net Income: \$211,828

CAP Rate: 10.1%

Lease Ends: Dec. 31, 2024



For More Information:

John Czarnecki 262.785.4500 jczarnecki@commercialunited.com Commercial United, LLC 150 North Sunny Slope, Suite 240 Brookfield, WI 53005

www.commercialunited.com



#### WISCONSIN REALTORS® ASSOCIATION

4801 Forest Run Road Madison, Wisconsin 53704

## **BROKER DISCLOSURE TO NON-RESIDENTIAL CUSTOMERS**

1 Prior to negotiating on your behalf the Broker must provide you the following disclosure statement:

### 2 BROKER DISCLOSURE TO CUSTOMERS

- 3 You are a customer of the broker. The broker is either an agent of another party in the transaction or a subagent of another broker
- 4 who is the agent of another party in the transaction. The broker, or a salesperson acting on behalf of the broker, may provide
- 5 brokerage services to you. Whenever the broker is providing brokerage services to you, the broker ow es you, the customer, the 6 following duties:
- 7 The duty to provide brokerage services to you fairly and honestly.
- 8 The duty to exercise reasonable skill and care in providing brokerage services to you.
- 9 The duty to provide you w ith accurate informati on about market conditions within a reasonable time if you request it, unless disclosure of the information is prohibited by law.
- 11 The duty to disclose to you in writing certain material adverse facts about a property, unless disclosure of the information is prohibited by law (See Lines 47-55).
- 13 The duty to protect your confidentiality. Unless the law requires it, the broker will not disclose your confidential information or the confidential information of other parties (See Lines 22-39).
- 15 The duty to safeguard trust funds and other property the broker holds.
- 16 The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and disadvantages of the proposals.
- Please review this information carefully. A broker or sales person can answer your questions about brokerage services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home inspector.
- This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain-language summary of a broker's duties to a customer under section 452.133 (1) of the Wisconsin statutes.

#### 22 CONFIDENTIALITY NOTICE TO CUSTOMERS

- 23 BROKER WILL KE EP CONFIDE NTIAL A NY INFORMATION GIVE N TO BROKER IN CONFIDENCE, OR ANY INFORMATION
- 24 OBTAINED BY BROKER THAT HE OR SHE KNOWS A REAS ONABLE PERSON WOULD WANT TO BE KEPT CONFIDENTIAL,
- 25 UNLESS THE INFORMATION MUST BE DISCLOSED BY LAW OR YOU AUTHORIZE THE BROKER TO DISCLOSE PARTICULAR
- 26 INFORMATION. A BROKER SHALL CONTINUE TO KEEP THE INFORMATION CONFIDENTIAL AFTER BROKER IS NO LONGER
- 27 PROVIDING BROKERAGE SERVICES TO YOU.
- 28 THE FOLLOWING INFORMATION IS REQUIRED TO BE DISCLOSED BY LAW:
- 29 1. MATERIAL ADVERSE FACTS, AS DEFINED IN SECTION 452.01 (5g) OF THE WISCONSIN STATUTES (SEE LINES 47-55).
- 30 2. ANY FACTS KNOWN BY THE BROKER THAT CONTRADICT ANY INFORMATIO N INCLUDED IN A WRITTEN INSPECTION 31 REPORT ON THE PROPERTY OR REAL ESTATE THAT IS THE SUBJECT OF THE TRANSACTION.
- 32 TO ENSURE THAT THE BROKER IS AWARE OF WHAT SPECIFIC INFORMATION YOU CONSIDER CONFIDENTIAL, YOU MAY LIST
- 33 THAT INFORMATION BELOW (SEE LINES 35-36). AT A LATER TIME, YOU MAY ALSO PROVIDE THE BROKER WITH OTHER
- 34 INFORMATION YOU CONSIDER TO BE CONFIDENTIAL.
- 35 **CONFIDENTIAL INFORMATION**:

36 37

38

NON-CONFIDENTIAL INFORMATION (The following information may be disclosed by Broker):

39 <u>(INSERT INFORMATION YOU AUTHORIZE THE BR</u>OKER TO DISCLOSE SUCH AS FINANCIAL QUALIFICATION INFORMATION.)

#### 40 CONSENT TO TELEPHONE SOLICITATION

I/We agree that the Broker and any affiliated settlement service providers (for example, a mortgage company or title company) may call our/my hom e or cell phone num bers regarding i ssues, goods and services related to the real estate transaction until I/w e withdraw this consent in writing. List Home/Cell Numbers:

#### 44 SEX OFFENDER REGISTRY

A5 Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at: <a href="http://offender.doc.state.wi.us/public/">http://offender.doc.state.wi.us/public/</a> or by phone at 608-240-5830.

#### 47 **DEFINITION OF MATERIAL ADVERSE FACTS**

- 48 A "material adverse fact" is defined in Wis. Stat. § 452.01(5g) as an adverse fact that a party indicates is of such significance, or that
- 49 is generally recognized by a competent licensee as being of such significance to a reasonable party, that it affects or would affect 50 the party's decision to enter into a contract or agreement concerning a transaction or affects or would affect the party's decision
- 51 about the terms of such a contract or agreement. An "adverse fact" is defined in Wis. Stat. § 452.01(1e) as a condition or occurrence
- 52 that a competent li censee generally recognizes will significantly and adversely affect the value of the property, si gnificantly reduce
- 53 the structural integrity of improvements to real estate, or present a significant health risk to occupants of the property; or information
- 54 that indicates that a party to a transacti on is not able to or does not intend to meet his or her obligati ons under a contract or
- 55 agreement made concerning the transaction.

No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

Copyright 2007 by Wisconsin REALTORS® Association

Drafted by Attorney Debra Peterson Conrad